

**Electronically Recorded**

Official Public Records

Tarrant County Texas

2009 Sep 29 10:01 AM

Fee: \$ 20.00

Submitter: SIMPLIFILE

**D209258319**

2 Pages

*Suzanne Henderson*

Suzanne Henderson



Permian Land Company  
1501 Summit Ave., Ste 200  
Fort Worth, TX 76102

Submitter: Permian Land Company

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**SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401**

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

By: \_\_\_\_\_

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

D209258319

## Consent to Oil and Gas Lease

WHEREAS the undersigned, Mortgage Electronic Registration Systems, Inc. ("MERS" or "Lienholder"), signing through its authorized agent, is the owner and holder of that certain indebtedness secured by a DEED OF TRUST ("Security Instrument") executed on February 16, 2006, by Robert Earl Auth and wife, Marsha Mary Auth ("Borrower" whether one or more), for the benefit of MERS, as nominee for lender, recorded at Instrument No. D2060557723 Official Public Records, Tarrant County, Texas, and is made a part hereof by reference and covers the following lands in Tarrant County, Texas (the "Lands"):

Being all of Lot 2, Block 12, Matlock Estates, Phase III, Section Five, an addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 3972, Plat Records, Tarrant County, Texas, and being further described in that certain Warranty Deed with Vendor's Lien dated April 5, 1999, from Gehen Homes, Ltd to Robert Earl Auth and wife, Marsha Mary Auth, said deed recorded in Volume 13774, Page 331, Official Public Records, Tarrant County, Texas.

And WHEREAS Robert Earl Auth and wife, Marsha Mary Auth, ("Lessor" whether one or more), executed an Oil, Gas and Mineral Lease (the "Lease") to Hollis R. Sullivan, Inc., ("Lessee") dated July 23, 2007, of which is recorded in the Official Public Records of Tarrant County, Texas, at Document Number D207354675.

Therefore, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the parties agree as follows:

1. Non-disturbance. Lienholder acknowledges and agrees that it will not infringe upon or disturb the owners leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including the right to pay all rents and royalties payable under the Lease to the Lessor.

2. Payment of Royalties. Lessee agrees, in consideration of the execution of this Agreement by Lienholder, that in the event Lienholder advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Lienholder all royalties and rentals due or to become due until further notice by Lienholder that the Mortgage is no longer delinquent.

3. Consent. Lienholder agrees that any sale of said property under and by virtue of said Deed of Trust, whether by judicial proceedings, public auction and outcry, private sale, or any other transfer, shall be made expressly subject to the aforesaid Lease, and said Lease shall not be terminated by any such transfer of the mortgaged property.

4. Attornment. In the event the mortgage is foreclosed for any reason, and Lienholder succeeds to the interest of the Lessor under the Lease, Lessee agrees that it shall recognize Lienholder as successor-in-interest to Lessor and to any and all of the right, title and interest of the Lessor under the Lease. Lessee agrees to render to Lienholder the performance of all of Lessee's obligations, which, under the terms of the Lease, are for the benefit of Lessor, with the same force and effect as if Lienholder were the original Lessor.

The rights and obligations of the parties hereunder shall inure to the benefit of the respective successors, heirs and assigns of each party. Therefore, the Lease and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

Witness my signature this the 24<sup>th</sup> day of September, 2009.



Mortgage Electronic Registration Systems, Inc.

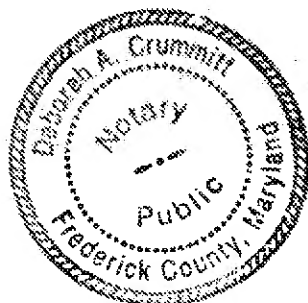
By: \_\_\_\_\_

Name/Title: Shelley L. Hess, Vice President

### ACKNOWLEDGMENT

STATE OF MARYLAND §  
COUNTY OF FREDERICK §

This instrument was acknowledged before me on the 24<sup>th</sup> day of September, 2009 by Shelley L. Hess, Vice President of Mortgage Electronic Registration Systems, Inc. "MERS", on behalf of said organization in the capacity herein stated.



\_\_\_\_\_  
Deborah A. Crummitt, Notary Public

My commission expires: May 5, 2012